

IN THE IOWA DISTRICT COURT IN AND FOR WEBSTER COUNTY

STACEY M. HERGENRETER,

Plaintiff,

vs.

LAJAMES COLLEGE OF HAIRSTYLING INC.  
OF FORT DODGE AND U.S. DEPARTMENT  
OF EDUCATION

Defendants.

CASE NO. \_\_\_\_\_

PETITION AT LAW AND EQUITY

COMES NOW, the Plaintiff, Stacey M. Hergenreter, by and through her attorney, William P. Baresel of Learned, Prichard & Associates, P.C., and in support of this Petition at Law and Equity, states to the Court as follows:

PARTIES and FACTS

1. The Plaintiff, Stacey Hergenreter, resides at 1207 Dodge Circle in Fort Dodge, Iowa 50501.
2. The Plaintiff is represented by William P. Baresel, an attorney with Learned, Prichard & Associates, P.C., 103 North Main Street, P.O. Box 454, Charles City, Iowa 50616.
3. The Defendant, La'James International College, is a duly licensed corporation organized under the laws of the State of Iowa whose principal office is located at 2416 5<sup>th</sup> Avenue South, Fort Dodge, Iowa 50501.
4. The Defendant, the U.S. Department of Education, is a federal agency whose principal office is located at the Department of Education Building, 400 Maryland Avenue SW, Washington, DC 20202.
5. The Defendant, La'James International College, is vicariously liable for the wrongful acts of its employees.

**JURISDICTION AND VENUE**

6. Jurisdiction of this action is conferred upon this Court pursuant to Iowa Code §602.6101 (2009).

7. Webster County is the proper venue for this matter as this is where the below mentioned facts occurred.

8. The acts and omissions of the Defendant and the resulting damages to the Plaintiffs exceed the maximum jurisdiction amount for Small Claims court.

**COUNT I - FRAUD**

9. The Plaintiff hereby incorporates by reference all other paragraphs set forth in this Petition.

10. Plaintiff sought an Esthetics Degree from La'James College in 2008. Plaintiff filled out an Application for Enrollment and was guaranteed by employees of La'James College that her education at her institution would be financed through grants. A true and copy of said Application for Enrollment is attached hereto and marked as Plaintiff's Exhibit "1".

11. The employees of La'James College orally stated that these grants would not have to be repaid.

12. After graduating from La'James College, Plaintiff discovered that a loan through the U.S. Department of Education had been taken out in her name. These loans now total more than \$15,000.00. A true and copies of said loan documents are attached hereto and marked as Plaintiff's Exhibit "2".

13. Upon review of the loan documentation, Plaintiff discovered that her name had been forged on several documents.

14. Defendant by and through its employees, represented to Plaintiff that no loans were

necessary for her education at La'James College. This representation was false.

15. To hide the cost of the education, employees of the Defendant forged the Plaintiff's signature on several documents.

16. Defendant forged several documents disclosing the true cost of a La'James education and that it could not be paid for solely with grants.

17. Plaintiff's attorney hired a handwriting expert to review Plaintiff's Exhibit's "1" and "2". LS Spencer and Associates sent the Plaintiff's attorney their opinion of the signatures on the documents herein. A true and copy of said opinion is attached hereto and marked as Plaintiff's Exhibit "3".

18. Defendant thereby intended to deceive Plaintiff and induce Plaintiff to attend La'James College while financing the education with forged documents.

19. Plaintiff believed the truth of the representations and relied on them being true.

20. Plaintiff was thereby induced and deceived to attend La'James College while fraudulently receiving loans taken out in her name.

21. If the representations made by Defendant concerning the true cost of a La'James College education had been true Plaintiff would not have attended.

WHEREFORE, the Plaintiff prays that the Court find the Defendants liable for fraud and grant the Plaintiff relief from the all debt incurred for said loans; order money damages for the expenses of this action including court costs, attorney fees, and expert witness fees and for punitive damages for the forgery; and for any such other and further relief as the Court may deem just and equitable under the premises.

**COUNT II - FORGERY**

22. The Plaintiff hereby incorporates by reference all other paragraphs set forth in this Petition.

23. The Defendant, by and through its agents, did sign without the Plaintiff's consent, several documents in an attempt to bind the Plaintiff to a loan with the United States Department of Education.

24. The Defendant's signing of loan documents and other application documents, without the Plaintiff's consent or knowledge, constitutes forgery.

25. The Defendant signed the Plaintiff's name to these documents with the intent to defraud the Plaintiff.

WHEREFORE, the Plaintiff prays that the Court find the Defendant liable for forgery and grant the Plaintiff relief from the all loans and order money damages for the expenses of this action including court costs, attorney fees, and expert witness fees and for punitive damages for the forgery.

**COUNT III - CONTRACTS ARE VOID**

26. The Plaintiff hereby incorporates by reference all other paragraphs set forth in this Petition.

27. All contracts and documents agreeing to pay La'James College for any tuition were forged.

28. All guarantees and documents agreeing to a loan with the U.S. Department of Education are forged.

29. Forged documents are void and cannot be enforced.

WHEREFORE, the Plaintiff prays that the Court find La'James College liable for forgery and grant the Plaintiff relief from the all debt incurred for said loans; that the Court enter an order releasing the Plaintiff from any loan guarantees made with the U.S. Department of Education; order money damages for the expenses of this action including court costs, attorney fees, and expert witness fees and for exemplary damages for the forgery; and for any such other and further relief as

the Court may deem just and equitable under the premises.

**COUNT IV - INTENTIONAL INFILCTION OF EMOTIONAL DISTRESS**

30. The Plaintiff hereby incorporates by reference all other paragraphs set forth in this Petition.

31. That the Defendant, La'James College's fraud and forgery has caused severe emotional distress to Plaintiff.

32. That the Defendant, La'James College's conduct in forging documents was outrageous conduct.

33. That the Defendant, La'James College, intentionally caused this distress through their forgery or recklessly disregarded the probability of causing, emotional distress through their actions.

34. The Plaintiff suffered severe or extreme emotional distress.

35. That the Defendant, La'James College was the proximate cause of the emotional distress.

WHEREFORE, the Plaintiff prays that the Court find that the Defendant, La'James College, is liable for intentional infliction of emotional distress and prays for damages.

**COUNT IV - NEGLIGENT INFILCTION OF EMOTIONAL DISTRESS**

36. The Plaintiff hereby incorporates by reference all other paragraphs set forth in this Petition.

37. That the Defendant, La'James College's fraud and forgery has caused severe emotional distress to Plaintiff.

38. That the Defendant, La'James College's conduct in forging documents was outrageous conduct.

39. That the Defendant, La'James College, negligently caused this distress through their

forgery or recklessly disregarded the probability of causing, emotional distress through there actions.

40. The Plaintiff suffered severe or extreme emotional distress.
41. That the Defendant, La'James College, was the proximate cause of the emotional distress.

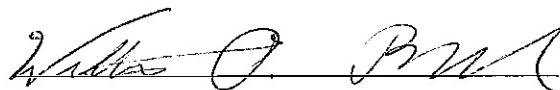
WHEREFORE, the Plaintiff prays that the Court find that the Defendant, La'James College is liable for negligent infliction of emotional distress and prays for damages.

**JURY DEMAND**

The Plaintiffs hereby demand trial by jury in this matter.

WHEREFORE, the Plaintiff respectfully requests this Court award damages in an amount the Court feels just to compensate the Plaintiff for her loss, her indebtedness, punitive damages, reasonable expenses, including attorney fees and other costs of this action, and for any other and further relief as the Court deems just and equitable under the premises.

Respectfully Submitted,



WILLIAM P. BARESEL AT0010681  
LEARNED, PRICHARD & ASSOCIATES, P.C.  
103 North Main St., P O Box 454  
Charles City, IA 50616  
(641) 228-4500 - Telephone  
(641) 228-3143- Fax  
Email: [wiliam.baresel@learnedlaw.com](mailto:wiliam.baresel@learnedlaw.com)



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*La James International College*  
APPLICATION FOR ENROLLMENT  
(page 2)

Program Scheduled Class Start Date: 11/26/08

#### Education:

**High School Attended:** \_\_\_\_\_

Year Graduated \_\_\_\_\_ Or GED Completion Date: \_\_\_\_\_

**College or Vocational School Attended:**

**Address:** \_\_\_\_\_

Years Attended: (circle the appropriate number)    1    2    3    4    5

From: \_\_\_\_\_ To: \_\_\_\_\_  
Month & Year                                  Month & Year

<b>FOR OFFICE USE ONLY</b>		
Date Application & Fee Received:		
<u>9</u> , <u>19</u> , <u>08</u>		
Class Date: <u>10</u> <u>11</u> , <u>26</u> , <u>08</u>		
Receipt #: _____		
<input type="checkbox"/> Cash	<input checked="" type="checkbox"/> Check	<input type="checkbox"/> Credit Card
Check #: _____		
Credit Card #: _____		
Expiration Date: _____ / _____ / _____		

If you attended a college or vocational school, did you receive financial aid while attending?  Yes  No  
If checked yes, what is your DRN (Data Release Number)? \_\_\_\_\_

**Before Submitting, remember to enclose the \$150.00 application/registration fee.  
Please submit this application to the La' James International College you plan to attend.**

Stacey Mc Gregorster  
Applicant Signature

9 / 19 / 08  
Month Day Year

Kelley Pearson  
La James College Representative Signature

9 / 18 / 88

- Individuals who may also benefit from a Cosmetology Arts / Massage Therapy career:

Name: \_\_\_\_\_

Name: \_\_\_\_\_

**Address:**

**Address:**

**City:** \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_

**States:**  **DC:**

**Phone Number:** \_\_\_\_\_

High School Grad Year:

High School Grad Year

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Fax - 091-228-3143

# Direct Loans

William D. Ford Federal Direct Loan Program

## Master Promissory Note William D. Ford Federal Direct Loan Program

OMB No. 1845-0007  
Form Approved  
Exp. Date 10/31/2005

Federal Direct Stafford/Ford Loan  
Federal Direct Unsubsidized Stafford/Ford Loan

## SECTION A: BORROWER INFORMATION READ THE INSTRUCTIONS IN SECTION F BEFORE COMPLETING

1. Driver's License State and Number

2. Social Security No.

3. E-mail Address  
sherry@mchsi.com4. Name and Address (street, city, state, zip code)  
HERGENRETER, STACEY  
1207 DODGE CIRCLE  
FORT DODGE IA 50501  
<- Last, First, M.I.5. Date of Birth: 05/12/1963  
6. Area Code/Telephone No.  
(515) 227-7796

7. References: You must list two persons with different U.S. addresses who have known you for at least three years. The first reference should be a parent or legal guardian.

Name	1. Sue Leitford	2. Steve Hergenreter
Permanent Street Address	2719 Walnut Circle	1311 1/2 Ave. N.
City, State, Zip Code	Ft. Dodge IA 50501	Fort Dodge IA 50501
Area Code/Telephone No.	(515) 576-4521	(515) 958-7837

## SECTION B: SCHOOL INFORMATION

8. School Name and Address  
LA JAMES INTERNATIONAL - FORT  
2419 5TH AVE SOUTH  
FORT DODGE, IA 505019. School  
Code/Branch  
G0842410. Identification No.  
483903671-M-09-G08424-0-01

## SECTION C: BORROWER REQUEST, CERTIFICATIONS, AUTHORIZATIONS, AND UNDERSTANDING

## READ CAREFULLY BEFORE SIGNING BELOW

11. This is a Master Promissory Note (MPN) for one or more Federal Direct Stafford/Ford (Direct Subsidized) Loans and/or Federal Direct Unsubsidized Stafford/Ford (Direct Unsubsidized) Loans. I request a total amount of Direct Subsidized Loans and/or Direct Unsubsidized Loans under this MPN not to exceed the allowable maximums under the Act ("the Act" is defined in Section E under Governing Law). My school will notify me of the loan type and loan amount that I am eligible to receive. I may cancel a loan or request a lower amount by contacting my school. Additional information about my right to cancel a loan or request a lower amount is included in the accompanying document called "Borrower's Rights and Responsibilities Statement" and in the disclosure statements that will be provided to me.

12. Under penalty of perjury, I certify that:

- The information I have provided on this MPN and as updated by me from time to time is true, complete, and correct to the best of my knowledge and belief and is made in good faith.
- I will use the proceeds of loans made under this MPN for authorized educational expenses that I incur and I will immediately repay any loan proceeds that cannot be attributed to educational expenses for attendance on at least a half-time basis at the school that certified my loan eligibility.
- I do not owe an overpayment on a Federal Pell Grant, Federal Supplemental Educational Opportunity Grant, or a Leveraging Educational Assistance Partnership Grant (formerly State Student Incentive Grant) or, if I owe an overpayment, I have made satisfactory repayment arrangements.
- I am not now in default on any loan received under the Federal Perkins Loan Program (including National Direct Student Loans), the William D. Ford Federal Direct Loan (Direct Loan) Program, or the Federal Family Education Loan (FFEL) Program or, if I am in default on a loan, I have made satisfactory repayment arrangements.

13. For each Direct Subsidized Loan and Direct Unsubsidized Loan I receive under this MPN, I make the following authorizations:

- I authorize my school to certify my eligibility for the loan.
- I authorize my school to credit my loan proceeds to my student account at the school.
- I authorize my school to pay to the U.S. Department of Education (ED) any refund that may be due up to the full amount of the loan.
- I authorize ED to investigate my credit record and report information about my loan status to persons and organizations permitted by law to receive that information.
- Unless I notify ED differently, I authorize ED to defer repayment of principal on my loan while I am enrolled at least half-time at an eligible school.
- I authorize my school and ED to release information about my loan to the references on the loan and to members of my immediate family, unless I submit written directions otherwise.
- I authorize my schools, lenders, guarantors, ED, and their agents to release information about my loan to each other.

14. I will be given the opportunity to pay the interest that ED charges during grace, in-school, deferment, forbearance, and other periods as provided under the Act. Unless I pay the interest, I understand that ED may add unpaid interest that is charged on each loan made under this MPN to the principal balance of that loan (this is called "capitalization") at the end of the grace, deferment, forbearance, or other period. Capitalization will increase the principal balance on my loan and the total amount of interest I must pay.

## SECTION D: PROMISE TO PAY

15. I promise to pay to ED all loan amounts disbursed under the terms of this MPN, plus interest and other charges and fees that may become due as provided in this MPN. I understand that more than one loan may be made to me under this MPN. I understand that by accepting any disbursement issued at any time under this MPN, I agree to repay the loan associated with that disbursement. I understand that, within certain timeframes, I may cancel or reduce the amount of a loan by refusing to accept or by returning all or a portion of any disbursement that is issued. Unless I make interest payments, interest that ED charges on my loans during grace, in-school, deferment, forbearance, and other periods will be added to the principal balance of the loan as provided under the Act. If I do not make a payment on a loan made under this MPN when it is due, I will also pay reasonable collection costs, including but not limited to attorney's fees, court costs, and other fees. I will not sign this MPN before reading the entire MPN, even if I am told not to read it, or told that I am not required to read it. I am entitled to an exact copy of this MPN and the Borrower's Rights and Responsibilities Statement. My signature certifies that I have read, understand, and agree to the terms and conditions of this MPN, including the Borrower Request, Certifications, Authorizations, and Understanding in Section C, the Notice About Subsequent Loans Made Under this MPN in Section E, and the terms and conditions described in Section F of this MPN and in the accompanying Borrower's Rights and Responsibilities Statement.

I UNDERSTAND THAT I MAY RECEIVE ONE OR MORE LOANS UNDER THIS MPN, AND THAT I MUST REPAY ALL LOANS THAT I RECEIVE UNDER THIS MPN.

16. Borrower's Signature

*Stacey M. Hergenreter*

17. Today's Date (Month/Day/Year)

9-2-9-2008

RECEIVED DEC 08 2008

PLAINTIFF'S  
EXHIBIT  
#2

**COLLEGE REFUND POLICY:**

An applicant rejected by the College will receive a refund of all monies paid. If a student (and parent or guardian, if the student is a dependent minor) cancels their enrollment and demands their money returned in writing, within three business days of the signing of the enrollment agreement or contract, all monies collected by the college shall be refunded. The cancellation date will be determined by the postmark on the written notification, or the date said information is delivered to the school administrator/owner in person. This policy applies regardless of whether or not the student has actually started training.

If a student cancels their enrollment after three business days after the signing, but prior to entering classes, the student shall be entitled to a refund of all monies paid to the College, less the application fee.

For students who enroll in and begin classes the school refund is based on Section 485 of the Higher Educational Amendments of 1998, Public Law 105-244 that was signed into law October 7, 1998. Under the 1998 Amendments, section 484B (effective 10/7/00) prescribes the amount of Title IV HEA program assistance a student has earned as of the time he or she ceases attendance. The amount of Title IV, HEA program assistance earned is based on the percent of time the student spent in academic attendance; it has no relationship to the student's incurred institutional charges during the enrollment period.

A leave of absence may be granted if the student will experience an interruption in their training for an extended length of time. If a student on a leave of absence is not returning, the College requires that he/she notifies the College. The date of withdrawal shall be the earlier of the date of expiration of the leave of absence or the date the student notifies the College that he/she will not be returning. A leave of absence is the only criteria by which your contract end date can be adjusted.

The actual institutional charges are determined by the tuition refund policy as established and governed by the State Law as follows: Iowa State Tuition Refund Policy—Section 714.23 Code 1989, Amended 4/1990 For Courses of Instruction With a Contract and Tuition Charges for More Than Four Months. The college shall make a pro rata refund of 90% of the tuition for a terminating student based upon the ratio of scheduled hours to 60% of the scheduled hours of the course. If a student should terminate after 60% of the scheduled course, there is no refund of tuition.

Enrollment time is defined as the time elapsed between the actual starting date and the date of the student's last day of physical attendance in the College. Any monies due the student or applicant will be refunded within 30 days after formal cancellation by the student (as defined above) or formal termination by the school, which shall occur within 30 days of a determination by the institution that the student has withdrawn without notifying the institution. To determine unofficial withdrawals, the school must monitor each student's completion of class participation in learning activities, such as class examinations, tutorials, computer-assisted instruction, and participation in academic counseling or advisement or other academically related activities.

Students withdrawing with a balance due on account must have the balance paid in full within 10 days of termination/withdraw. If not paid in full any remaining balance due will be submitted to a collection agency and the student will be responsible for a 100% collection fee.

The cost of extra items to the student such as uniforms, instructional supplies, texts or equipment, service charges, deposits, rentals, and enrollment fees will not be considered in refund computations.

If the College is permanently closed and no longer offering instruction after a student has enrolled, the student shall be entitled to a pro rata refund of tuition.

If a course is canceled subsequent to a student's enrollment, the College shall at its option:

- 1) Provide a full refund of all monies paid; or
- 2) Provide completion of the course.

Student warrants that he or she is 45 years of age, has completed 17 years of high school education, has read this agreement before signing and has received a copy of this agreement.

IN WITNESS HEREOF, student has executed this agreement on this 29 day of Sept., 2008

Sandy M. Bergenerato  
STUDENT'S SIGNATURE

This contract is a legal and binding instrument when signed by the student and accepted by the College.

The foregoing agreement is approved and accepted on this 29 day of Sept., 2008.

Sandy Nieland  
SIGNED BY: LA'JAMES INTERNATIONAL COLLEGE REPRESENTATIVE

GUARANTEE: The undersigned as parent, parents or guardians of the above named student, hereby guarantees payment of all sums of money due from student in accordance with the terms, provision and conditions of the foregoing agreement, and the undersigned acknowledges receipt of a copy and approves all the terms, provisions and conditions hereof.

N/A  
SIGNATURE

DATE

I authorize La'James International College, to receive the first payment of my Pell Grant should I terminate before payment of grant is received. The check will be rewritten in the name of the school and applied to my account with La'James International College. I have read and fully understand the Satisfactory Progress Agreement and must maintain it for financial aid.

Sandy M. Bergenerato  
STUDENT'S SIGNATURE

9-29-08  
DATE

## LA JAMES INTERNATIONAL COLLEGE PACKAGING WORKSHEET

FIELD 2013 JANUARY 02 AM WEBSTER CLASS OF WORKSHEET

## ESTHETICS

College Phone Number - **615-676-4046**

Student Name: **Darcy Nieland**  
 SSN: **123-45-6789**

## Additional Student Options for Packaging

New York	Y/N	\$0.00	\$1,900
California Trip	Y/N	\$0.00	\$1,900
Canada Trip	Y/N	\$0.00	\$1,900
State Boards	Y/N	\$115.00	\$115/184/315
Midwest Beauty Show	Y/N	\$450.00	\$450
International Trip	Y/N	\$0.00	\$4,300
HBM classes	Y/N	\$0.00	\$2,500
Living Allowance	Y/N	\$0.00	\$0.00
Additional Equipment	Y/N	\$0.00	Biolonics/Trucco/Ofra

College Location (Cedar Falls,  
Davenport, Des Moines, Fort Dodge,  
Iowa City, East Moline, IL)

Program Type (1C=Cosmetology,  
2MT=Massage Therapy, 3NT=Nail  
Technology, 4E=Esthetics)

Start Date: **1/26/2008**Anticipated Grad Date: **5/21/2009**

## Program Cost Breakdown -

Tuition	<b>\$8,710.00</b>
Equipment, Textbooks	<b>\$1,950.00</b>
Tuition due two weeks prior to class	<b>\$100.00</b>
Uniform/Tax (3)	<b>\$47.94</b> Medium
Key Deposit	<b>\$5.00</b>
Taxable Amount	<b>\$104.85</b>
Enrollment fee	<b>\$150.00</b>
Optional Package	<b>\$565.00</b>
Total Cost of the Program:	<b>\$11,532.59</b>
Payment due 2 weeks before class	<b>\$2,207.59</b>

**\$565.00 Total Optional Package**

Cash, Loan, or Grant	Gross Amount
Cash	<b>\$0</b>
Pell Grant	<b>\$5,64</b>
SEOG	<b>\$0</b>
Sub Stafford Loan	<b>\$12,933</b>
Unsub Stafford Loan	<b>\$14,000</b>
PLUS Loan (Parent)	<b>\$0</b>
Alternative Loan	<b>\$0</b>
VOC Rehab	<b>\$0</b>
JTPA Workforce	<b>\$0</b>
Scholarships received	<b>\$0</b>
PELL (if multiple)	<b>\$0</b>

ESTIMATED Cash, Loans, & Grants Anticipated	CASH	PELL GRANT	SEOG GRANT	SUB LOAN	UNSUB LOAN	PLUS LOAN	ALT LOAN	SCHOLARSHIPS	VOC REHAB	JTPA Workforce
November 26, 2008		<b>\$1,577</b>								
December 27, 2008				<b>\$1,161</b>	<b>\$1,990</b>					
February 12, 2009		<b>\$1,577</b>		<b>\$1,161</b>	<b>\$1,990</b>					
May 2, 2009										
Net Totals =	<b>\$0</b>	<b>\$3,154</b>	<b>\$0</b>	<b>\$2,321</b>	<b>\$3,980</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

Total Cost of Program: **\$11,532.59**  
 less the enrollment fee **\$150.00**  
 less fees to be paid two weeks prior to class **\$0.00**  
 less any cash paid

Remaining balance to be paid = **\$11,382.59**

SCHOLARSHIPS RECEIVED **\$0**  
 PELL GRANT **\$3,154**  
 SEOG GRANT **\$0**  
 SUBSIDIZED STAFFORD LOAN **\$2,321**  
 UNSUBSIDIZED STAFFORD LOAN **\$3,980**  
 PLUS LOAN (Parent) **\$0**  
 ALTERNATIVE LOAN **\$0**  
 Voc Rehab **\$0**  
 JTPA **\$0**

Approximate Remaining Balance **\$2,207.59**

Comments: **Anticipates receiving money from divorce which could be used to pay down the kit.**

**Midwest Show is not required attendance and you****may opt not to attend at any time.****\$1000 by Nov. 8 & rest by Jan. 31**

\$2,207.59 is to be paid 2 weeks before class. I plan to pay this fee by: (circle one):

**CASH****CREDIT CARD**

SALLIE MAE LOAN OTHER: \_\_\_\_\_

\*\* additional uniforms will increase the amount accordingly

Student Signature: *Darcy Nieland*Date: **9-24-08**Manager Signature: *Darcy Nieland*Date: **9/29/08**

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## Rights and Responsibilities Summary Checklist—Exit Counseling

I understand that I have a right to the following (check all boxes that apply):

- Written information on my loan obligations and information on my rights and responsibilities as a borrower
- A grace period and an explanation of what this means
- A disclosure statement, received before I begin to repay my loan, that includes information about interest rates, fees, the balance I owe, and the number of payments
- Deferment or repayment or forbearance for certain defined periods, if I qualify and if I request deferment or forbearance
- Prepayment of my loan in whole or in part anytime without an early-repayment penalty
- A copy of my MPN either before or at the time my loan is disbursed
- Documentation that my loan is paid in full

I understand I am responsible for:

- Completing exit counseling before I leave school or drop below half-time enrollment
- Repaying my loan even if I do not complete my academic program, I am dissatisfied with the education I received, or I am unable to find employment after I graduate

Notifying the Direct Loan Servicing Center if I:

- Move/change my address;
- Change my telephone number;
- Change my name; or
- Change employers or my employer's address or telephone number changes

Making monthly payments on my loan after my grace period ends, unless I have a deferment or a forbearance

Notifying the Direct Loan Servicing Center of anything that might alter my eligibility for an existing deferment or forbearance

I have received exit counseling materials for Direct Subsidized Loan and Direct Unsubsidized Loan borrowers. I have read and I understand my rights and responsibilities as a borrower. I understand that I have a loan from the federal government that must be repaid.

*Stacey Lengenreter*

Student's Name (Please Print)

Student's Social Security Number

*Stacey Lengenreter* 4-15-09

Student's Signature

Date

Your school may ask you to complete and sign this checklist to document that you completed exit counseling.

REC'D NOV 01 2012

## LS SPENCER and ASSOCIATES

*Handwriting Examination**Handwriting Identification*

William Baresel Attorney  
Learned, Pritchard and Associates, P.C.  
103 North Main Street, P.O. Box 454  
Charles City, Iowa 50616

October 22, 2012

RE: Stacey Hergenreter

Dear Mr. Baresel:

Recently you provided four copies of La James International College student loan papers labeled Q1, Q2, Q3 and Q4 of Fort Dodge, Iowa and the known and genuine signatures and writing of Stacey Hergenreter. You asked me if I could discern if Stacey Hergenreter signed each of the student loan papers.

Based on my analysis and comparison of the known and genuine signatures of Stacey Hergenreter marked Exhibit K1 through K12 it is my qualified opinion\* that it is highly probable that the signature of the known writer of Exhibit K1 through K12 is not the same as the signature affixed to the William D. Ford Federal Direct Student Loan dated 9/29/2008 labeled Q1.

Based on my analysis and comparison of the known and genuine signatures of Stacey Hergenreter marked Exhibit K1 through K12 it is my qualified opinion\* that it is highly probable that the signature of the known writer of Exhibit K1 through K12 is not the same as the signature affixed to the La James International College Refund Policy dated 29 day of Sept. 2008 labeled Q2.

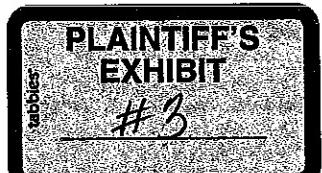
Based on my analysis and comparison of the known and genuine signatures of Stacey Hergenreter marked Exhibit K1 through K12 it is my qualified opinion\* that it is highly probable that the signature of the known writer of Exhibit K1 through K12 is not the same as the signature affixed to the La James International College Packaging worksheet dated 9-29-08 labeled Q3.

I cannot be certain whether the signature of the known writer of Exhibit K1 through Exhibit K12 is the same as the signatures affixed to the Rights and Responsibilities Summary Checklist-Exit Counseling dated 4-15-09 labeled Exhibit Q4.

Qualified opinion\* is primarily based on the fact that I examined copies of the signatures purportedly signed by Stacey Hergenreter labeled Q1, Q2 and Q3. The signatures examined were not consistent with the known signatures marked K1 through K12. It is my qualified opinion\* that the signatures on Q1, Q2 and Q3 are not genuine. I reserve the right to examine original loan documents labeled Q1, Q2, Q3 and Q4 to confirm my findings as well as original genuine signatures of Stacey Hergenreter labeled K1 through K12.

Listing of the Exhibits Provided for Examination

Q1      William D. Ford Federal Direct Loan Program dated 9/29/2008 La James International



Page 2

Stacey Hergenreter letter of opinion 10.22.2012

- Q2 La James International College Refund Policy dated 29 day of Sept. 2008  
Q3 La James International College Packaging worksheet dated 9-29-08  
Q4 Rights and Responsibilities Summary Checklist-Exit Counseling dated 4-15-09

Exemplars of Stacey Hergenreter

- K1 Social Security Card dated 9/26/2008  
  
K2 FedEx Billable Stamp Equipment Returns Verizon Wireless dated 6-1-10  
  
K3 IRS 2009 form 1040A amount to be refunded \$3,255 dated 8/28/10  
  
K4 IRS Rev 1-2010 IRS form 1040X listing prepared by Kathleen J Salgren dated 8/28/10  
  
K5 Iowa amended Individual Income Tax Return form IA 1040X dated 8/28/10  
  
K6 Subject 1-800-848-0984-fax to give Jason Kahler of Ft. Dodge Police Dept. permission to receive and get information from Direct Loans ref: La James student loan papers dated 8/28, 2010  
  
K7 IRS 2010 form 1040 amount to be refunded \$6325 dated 2/9/11  
  
K8 Anthem Blue Cross Life and Health Insurance Co. Questionnaire dated 1-7-12  
  
K9 IRS 2011 form 8879 e-file signature authorization dated 2-1-12  
  
K10 AUTOSAVE Customer Registration form for 2003 BMW X5 dated 8/31/2012  
  
K11 Power of Attorney – Short Form dated 09-17-2012 notarized by Malinda R. Jacobs  
  
K12 IADA contract terms and conditions form acknowledging reading and receiving copy

Sincerely,

*Warren Spencer*

Warren Spencer CFE #150717

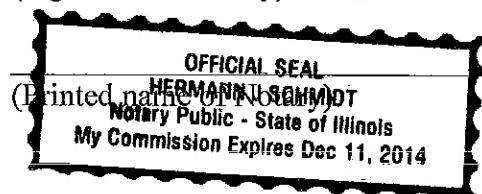
Certified Fraud Examiner

LS Spencer and Associates, Inc. 630-631-1987 /630-513-9267 warren\_spencer@yahoo.com  
P.O. Box 3713 Saint Charles, Illinois 60174

Subscribed and sworn to before me, this 25<sup>th</sup> day of OCT, 2012

(Signature of Notary)

NOTARY PUBLIC  
My commission expires: 12-11-14



tax - 041-248-3143



**Master Promissory Note**  
**William D. Ford Federal Direct Loan Program**

OMB No. 1845-0007  
 Form Approved  
 Exp. Date 10/31/2005

Federal Direct Stafford/Ford Loan  
 Federal Direct Unsubsidized Stafford/Ford Loan

Warning: Any person who knowingly makes a false statement or misrepresentation on this form will be subject to penalties which may include fines, imprisonment, or both, under the U.S. Criminal Code and 20 U.S.C. 1097.

**SECTION A: BORROWER INFORMATION READ THE INSTRUCTIONS IN SECTION F BEFORE COMPLETING**

1. Driver's License State and Number [REDACTED]

2. Social Security No. [REDACTED]

3. E-mail Address  
sherry@mchsi.com

[REDACTED]

4. Name and Address (street, city, state, zip code)  
 HERGENRETER, STACEY <- Last, First, M.I.  
 1207 DODGE CIRCLE  
 FORT DODGE IA 50501

5. Date of Birth: 05/12/1963  
 6. Area Code/Telephone No.  
 (515) 227-7796

7. References: You must list two persons with different U.S. addresses who have known you for at least three years. The first reference should be a parent or legal guardian.

Name	1. Sue Lefford	2. Steve Hergenreter
Permanent Street Address	2719 Walnut Circle	131 Cedar Ave. N.
City, State, Zip Code	Ft. Dodge IA 50501	Fort Dodge IA 50501
Area Code/Telephone No.	(515) 576-4521	(515) 953-7831

**SECTION B: SCHOOL INFORMATION**8. School Name and Address  
 LA JAMES INTERNATIONAL - FORT  
 2419 5TH AVE SOUTH  
 FORT DODGE, IA 505019. School  
 Code/Branch  
 G0842410. Identification No.  
 483903671-M-09-G08424-0-01**SECTION C: BORROWER REQUEST, CERTIFICATIONS, AUTHORIZATIONS, AND UNDERSTANDING****READ CAREFULLY BEFORE SIGNING BELOW**

11. This is a Master Promissory Note (MPN) for one or more Federal Direct Stafford/Ford (Direct Subsidized) Loans and/or Federal Direct Unsubsidized Stafford/Ford (Direct Unsubsidized) Loans. I request a total amount of Direct Subsidized Loans and/or Direct Unsubsidized Loans under this MPN not to exceed the allowable maximums under the Act ("the Act" is defined in Section E under Governing Law). My school will notify me of the loan type and loan amount that I am eligible to receive. I may cancel a loan or request a lower amount by contacting my school. Additional information about my right to cancel a loan or request a lower amount is included in the accompanying document called "Borrower's Rights and Responsibilities Statement" and in the disclosure statements that will be provided to me.

12. Under penalty of perjury, I certify that:

- The information I have provided on this MPN and as updated by me from time to time is true, complete, and correct to the best of my knowledge and belief and is made in good faith.
- I will use the proceeds of loans made under this MPN for authorized educational expenses that I incur and I will immediately repay any loan proceeds that cannot be attributed to educational expenses for attendance on at least a half-time basis at the school that certified my loan eligibility.
- I do not owe an overpayment on a Federal Pell Grant, Federal Supplemental Educational Opportunity Grant, or a Leveraging Educational Assistance Partnership Grant (formerly State Student Incentive Grant) or, if I owe an overpayment, I have made satisfactory repayment arrangements.
- I am not now in default on any loan received under the Federal Perkins Loan Program (including National Direct Student Loans), the William D. Ford Federal Direct Loan (Direct Loan) Program, or the Federal Family Education Loan (FFEL) Program or, if I am in default on a loan, I have made satisfactory repayment arrangements.

13. For each Direct Subsidized Loan and Direct Unsubsidized Loan I receive under this MPN, I make the following authorizations:

- I authorize my school to certify my eligibility for the loan.
- I authorize my school to credit my loan proceeds to my student account at the school.
- I authorize my school to pay to the U.S. Department of Education (ED) any refund that may be due up to the full amount of the loan.
- I authorize ED to investigate my credit record and report information about my loan status to persons and organizations permitted by law to receive that information.
- Unless I notify ED differently, I authorize ED to defer repayment of principal on my loan while I am enrolled at least half-time at an eligible school.
- I authorize my school and ED to release information about my loan to the references on the loan and to members of my immediate family, unless I submit written directions otherwise.
- I authorize my schools, lenders, guarantors, ED, and their agents to release information about my loan to each other.

14. I will be given the opportunity to pay the interest that ED charges during grace, in-school, deferment, forbearance, and other periods as provided under the Act. Unless I pay the interest, I understand that ED may add unpaid interest that is charged on each loan made under this MPN to the principal balance of that loan (this is called "capitalization") at the end of the grace, deferment, forbearance, or other period. Capitalization will increase the principal balance on my loan and the total amount of interest I must pay.

**SECTION D: PROMISE TO PAY**

15. I promise to pay to ED all loan amounts disbursed under the terms of this MPN, plus interest and other charges and fees that may become due as provided in this MPN. I understand that more than one loan may be made to me under this MPN. I understand that by accepting any disbursement issued at any time under this MPN, I agree to repay the loan associated with that disbursement. I understand that, within certain timeframes, I may cancel or reduce the amount of a loan by refusing to accept or by returning all or a portion of any disbursement that is issued. Unless I make interest payments, interest that ED charges on my loans during grace, in-school, deferment, forbearance, and other periods will be added to the principal balance of the loan as provided under the Act. If I do not make a payment on a loan made under this MPN when it is due, I will also pay reasonable collection costs, including but not limited to attorney's fees, court costs, and other fees. I will not sign this MPN before reading the entire MPN, even if I am told not to read it, or told that I am not required to read it. I am entitled to an exact copy of this MPN and the Borrower's Rights and Responsibilities Statement. My signature certifies that I have read, understand, and agree to the terms and conditions of this MPN, including the Borrower's Request, Certifications, Authorizations, and Understanding in Section C, the Notice About Subsequent Loans Made Under this MPN in Section E, and the terms and conditions described in Section E of this MPN and in the accompanying Borrower's Rights and Responsibilities Statement.

I UNDERSTAND THAT I MAY RECEIVE ONE OR MORE LOANS UNDER THIS MPN, AND THAT I MUST REPAY ALL LOANS THAT I RECEIVE UNDER THIS MPN.

16. Borrower's Signature

17. Today's Date (Month/Day/Year) 9-29-2008

RECEIVED DEC 08 2008

EXHIBIT

Q1

**COLLEGE REFUND POLICY:**

An applicant rejected by the College will receive a refund of all monies paid. If a student (and parent or guardian, if the student is a dependent minor) cancels their enrollment and demands their money returned in writing, within three business days of the signing of the enrollment agreement or contract, all monies collected by the college shall be refunded. The cancellation date will be determined by the postmark on the written notification, or the date said information is delivered to the school administrator/owner in person. This policy applies regardless of whether or not the student has actually started training.

If a student cancels their enrollment after three business days after the signing, but prior to entering classes, the student shall be entitled to a refund of all monies paid to the College, less the application fee.

For students who enroll in and begin classes the school refund is based on Section 485 of the Higher Educational Amendments of 1998, Public Law 105-244 that was signed into law October 7, 1998. Under the 1998 Amendments, section 484B (effective 10/7/00) prescribes the amount of Title IV HEA program assistance a student has earned as of the time he or she ceases attendance. The amount of Title IV, HEA program assistance earned is based on the percent of time the student spent in academic attendance; it has no relationship to the student's incurred institutional charges during the enrollment period.

A leave of absence may be granted if the student will experience an interruption in their training for an extended length of time. If a student on a leave of absence is not returning, the College requires that he/she notifies the College. The date of withdrawal shall be the earlier of the date of expiration of the leave of absence or the date the student notifies the College that he/she will not be returning. A leave of absence is the only criteria by which your contract end date can be adjusted.

The actual institutional charges are determined by the tuition refund policy as established and governed by the State Law as follows: Iowa State Tuition Refund Policy—Section 714.23 Code 1989, Amended 4/1990 For Courses of Instruction With a Contract and Tuition Charges for More Than Four Months. The college shall make a pro rata refund of 90% of the tuition for a terminating student based upon the ratio of scheduled hours to 60% of the scheduled hours of the course. If a student should terminate after 60% of the scheduled course, there is no refund of tuition.

Enrollment time is defined as the time elapsed between the actual starting date and the date of the student's last day of physical attendance in the College. Any monies due the student or applicant will be refunded within 30 days after formal cancellation by the student (as defined above) or formal termination by the school, which shall occur within 30 days of a determination by the institution that the student has withdrawn without notifying the institution. To determine unofficial withdrawals, the school must monitor each student's completion of class participation in learning activities, such as class examinations, tutorials, computer-assisted instruction, and participation in academic counseling or advisement or other academically related activities.

Students withdrawing with a balance due on account must have the balance paid in full within 10 days of termination/withdraw. If not paid in full any remaining balance due will be submitted to a collection agency and the student will be responsible for a 100% collection fee.

The cost of extra items to the student such as uniforms, instructional supplies, texts or equipment, service charges, deposits, rentals, and enrollment fees will not be considered in refund computations.

If the College is permanently closed and no longer offering instruction after a student has enrolled, the student shall be entitled to a pro rata refund of tuition.

If a course is canceled subsequent to a student's enrollment, the College shall at its option:

- 1) Provide a full refund of all monies paid; or
- 2) Provide completion of the course.

Student warrants that he or she is 45 years of age, has completed 17 years of high school education, has read this agreement before signing and has received a copy of this agreement.

IN WITNESS HEREOF, student has executed this agreement on this 29 day of Sept., 2008.

Alice M. Bergener

STUDENT'S SIGNATURE

This contract is a legal and binding instrument when signed by the student and accepted by the College.

The foregoing agreement is approved and accepted on this 29 day of Sept., 2008.

Janet Noland

SIGNED BY: LA'JAMES INTERNATIONAL COLLEGE REPRESENTATIVE

GUARANTEE: The undersigned as parent, parents or guardians of the above named student, hereby guarantees payment of all sums of money due from student in accordance with the terms, provision and conditions of the foregoing agreement, and the undersigned acknowledges receipt of a copy and approves all the terms, provisions and conditions hereof.

N/A

DATE

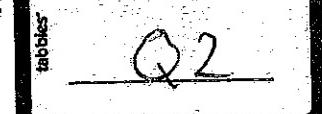
I authorize La'James International College, to receive the first payment of my Pell Grant should I terminate before payment of grant is received. The check will be rewritten in the name of the school and applied to my account with La'James International College. I have read and fully understand the Satisfactory Progress Agreement and must maintain it for financial aid.

Alice M. Bergener

9-29-08

DATE

EXHIBIT



## ESTHETICS

College Phone Number

619-576-4048

Student Name:

SSN:

College Location (Cedar Falls,  
Davenport, Des Moines, Fort Dodge,  
Iowa City, East Moline, IL)Program Type (1C=Cosmetology,  
2MT=Massage Therapy, 3NT=Nail  
Technology, 4E=Esthetics)

Start Date:

Anticipated Grad Date:

Program Cost Breakdown --

Tuition	\$8,710.00
Equipment, Textbooks	\$1,850.00
Tuition due two weeks prior to class	\$100.00
Uniform/Tax (3)	\$47.94 Medium
Key Deposit	\$5.00
Taxable Amount	\$104.85
Enrollment fee	\$150.00
Optional Package	\$585.00
Total Cost of the Program:	\$11,532.59
Payment due 2 weeks before class	\$2,207.59

ESTIMATED Cash, Loans,  
& Grants Anticipated

CASH	PELL GRANT	SEOG GRANT	SUB LOAN	UNSUB LOAN	PLUS LOAN	ALT LOAN	SCHOLAR- SHIPS	VOC REHAB	JTPA Workforce
	\$1,577								
November 26, 2008									
December 27, 2008				\$1,161	\$1,990				
February 12, 2009		\$1,577		\$1,161	\$1,990				
May 2, 2009									
Net Totals =	\$0	\$3,154	\$0	\$2,321	\$3,980	\$0	\$0	\$0	\$0

Total Cost of Program:

\$11,532.59

less the enrollment fee

\$150.00

less fees to be paid two weeks prior to class

\$0.00

less any cash paid

Remaining balance to be paid =

\$11,382.59

SCHOLARSHIPS RECEIVED

\$0

PELL GRANT

\$3,154

SEOG GRANT

\$0

SUBSIDIZED STAFFORD LOAN

\$2,321

UNSUBSIDIZED STAFFORD LOAN

\$3,980

PLUS LOAN (Parent)

\$0

ALTERNATIVE LOAN

\$0

Voc Rehab

\$0

JTPA

\$0

Approximate Remaining Balance

\$2,207.59

## Additional Student Options for Packaging

New York	Y/N	\$0.00	\$1,900
California Trip	Y/N	\$0.00	\$1,900
Canada Trip	Y/N	\$0.00	\$1,900
State Boards	Y/N	\$115.00	\$115/184/315
Midwest Beauty Show	Y/N	\$450.00	\$450
International Trip	Y/N	\$0.00	\$4,300
HBM classes	Y/N	\$0.00	\$2,500
Living Allowance	Y/N	\$0.00	
Additional Equipment	Y/N	\$0.00	Bionetics/Trucco/Olra

\$565.00 Total Optional Package

Cash, Loan, or Grant	Gross Amount
Cash	\$0
Pell Grant	\$3,154
SEOG	\$0
Sub Stafford Loan	\$2,321
Unsub Stafford Loan	\$3,980
PLUS Loan (Parent)	\$0
Alternative Loan	
VOC Rehab	\$0
JTPA Workforce	
Scholarships received	
PELL (if multiple)	\$0

Total Cost of Program:	\$11,532.59
less the enrollment fee	\$150.00
less fees to be paid two weeks prior to class	\$0.00
less any cash paid	
Remaining balance to be paid =	\$11,382.59

Comments: Anticipates receiving money from

divorce which could be used to pay down the kit.

Midwest Show is not required attendance and you

may opt not to attend at any time.

\$1000 by Nov. 8 &amp; rest by Jan. 31

\$2,207.59 is to be paid 2 weeks before class. I plan to pay this fee by: (circle one):

CASH

CREDIT CARD

SALLIE MAE LOAN OTHER:

\*\* additional uniforms will increase the amount accordingly

Student Signature:

*Heiley Bergwelt*

Date: 9-29-08

Manager Signature:

*Sandy Nielsen*

Date: 9/29/08

EXHIBIT

Q3

## Rights and Responsibilities Summary Checklist—Exit Counseling

I understand that I have a right to the following (check all boxes that apply):

- Written information on my loan obligations and information on my rights and responsibilities as a borrower
- A grace period and an explanation of what this means
- A disclosure statement, received before I begin to repay my loan, that includes information about interest rates, fees, the balance I owe, and the number of payments
- Deferment of repayment or forbearance for certain defined periods, if I qualify and if I request deferment or forbearance
- Prepayment of my loan in whole or in part anytime without an early-repayment penalty
- A copy of my MPN either before or at the time my loan is disbursed
- Documentation that my loan is paid in full

I understand I am responsible for:

- Completing exit counseling before I leave school or drop below half-time enrollment
- Repaying my loan even if I do not complete my academic program, I am dissatisfied with the education I received, or I am unable to find employment after I graduate

Notifying the Direct Loan Servicing Center if:

- Move/change my address;
- Change my telephone number;
- Change my name; or
- Change employers or my employer's address or telephone number changes

Making monthly payments on my loan after my grace period ends, unless I have a deferment or a forbearance

Notifying the Direct Loan Servicing Center of anything that might alter my eligibility for an existing deferment or forbearance

I have received exit counseling materials for Direct Subsidized Loan and Direct Unsubsidized Loan borrowers. I have read and I understand my rights and responsibilities as a borrower. I understand that I have a loan from the federal government that must be repaid.

Stacey Lengenfelter

Student's Name (Please Print)

Student's Social Security Number

Stacey Lengenfelter

Student's Signature

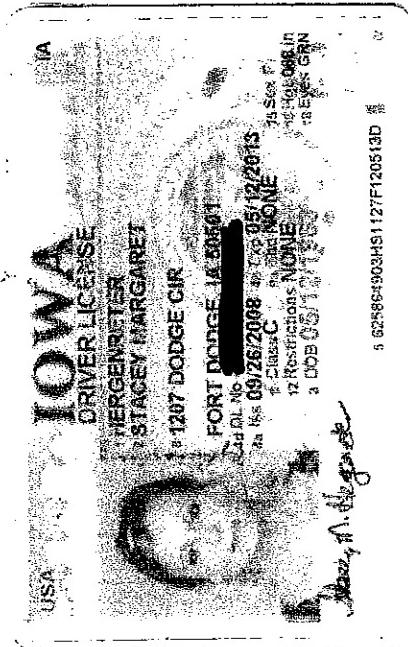
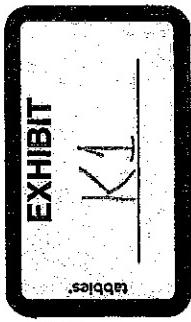
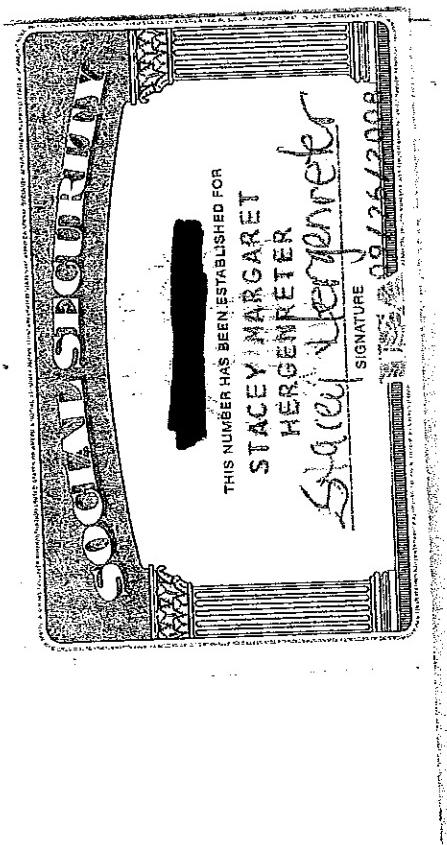
4-15-09

Date

Your school may ask you to complete and sign this checklist to document that you completed exit counseling.

EXHIBIT

Q4



10-9-08

Andrew,

I was awarded 50% of the Edward Jones, and John Hancock Freedom 529 college plan for my 3 children Austin, Logan and Reese. With the assets of Michael listed there is in the Edward Jones 11,088.18 and the John Hancock there is listed 9,694.82. So with these being combined is 20,783.00. Michael has stashed this money? I received in the mail from John Hancock statements in my name, but Austin's has disappeared. The number's aren't jiving. These college plans were started several years ago and I believe Michael has shifted these around so I wouldn't be able to get my name on these plans. I contacted the John Hancock Freedom # and they told me that Michael called on Sept. 26 and had a check issued to him on Austin's college fund..

Sincerely,

Stacey Hergenreter

Stacey Hergenreter

There is an official watermark on this document. Hold it at an angle to view.

**Billable Stamp**Use only for shipments within the U.S.  
Saturday delivery not available.**1 From**

ORDER: 00717007  
**\*EQUIPMENT RETURNS ONLY\***  
**\*\*NOT FOR REBATE\*\***  
**\*\*NO REBATE\*\***

EXPIRATION DATE 06/09/2010



Release Signature For nonresidential deliveries.		For FedEx Use Only
<i>Stacey Hergenreter</i>		Employee Number
		Base Charges
Other	Total Charges	

By signing you authorize us to deliver this shipment without obtaining a signature and agree to indemnify and hold us harmless from any resulting claims.

**2 To**

We cannot deliver to P.O. boxes or P.O. ZIP codes.

M-4263 Rev. 10/07

VERIZON WIRELESS C/O  
 NEW BREED CORPORATION  
 4320 NORTH SYLVANIA AVE  
 FT WORTH TX 76000

NONREFUNDABLE  
Please see the back of the  
 receipt for important terms  
 and conditions.

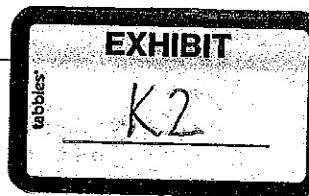
Form ID  
0663

Keep this receipt for your records.

8661 7765 9615



Peel here and attach label to your package.



Form 1040A (2009) Stacey M Hergenreter

Page 2

**Tax, credits,  
and  
payments**

- 22 Enter the amount from line 21 (adjusted gross income) ..... 22
- 23a Check  You were born before January 2, 1945,  Blind Total boxes checked . ► 23a
- if:  Spouse was born before January 2, 1945,  Blind
- b If you are married filing separately and your spouse itemizes deductions, see instructions and check here ..... ► 23b
- 24a Enter your standard deduction (see left margin) ..... 24a
- b If you are increasing your standard deduction by certain real estate taxes or new motor vehicle taxes, attach Schedule L and check here (see instrs) .... ► 24b
- 25 Subtract line 24a from line 22. If line 24a is more than line 22, enter -0- ..... 25 0.
- 26 Exemptions. If line 22 is \$125,100 or less and you did not provide housing to a Midwestern displaced individual, multiply \$3,650 by the number on line 6d. Otherwise, see instructions ..... 26
- 27 Subtract line 26 from line 25. If line 26 is more than line 25, enter -0-. This is your taxable income ..... ► 27 0.
- 28 Tax, including any alternative minimum tax (see instructions) ..... 28 0.
- 29 Credit for child and dependent care expenses. Attach Form 2441 ..... 29
- 30 Credit for the elderly or the disabled. Attach Schedule R ..... 30
- 31 Education credits from Form 8863, line 29 ..... 31
- 32 Retirement savings contributions credit. Attach Form 8880 ..... 32
- 33 Child tax credit (see instructions) ..... 33 0.
- 34 Add lines 29 through 33. These are your total credits ..... 34 0.
- 35 Subtract line 34 from line 28. If line 34 is more than line 28, enter -0- ..... 35 0.
- 36 Advance earned income credit payments from Form(s) W-2, box 9 ..... 36
- 37 Add lines 35 and 36. This is your total tax ..... ► 37 0.
- 38 Federal income tax withheld from Forms W-2 and 1099 ..... 38
- 39 2009 estimated tax payments and amount applied from 2008 return ..... 39
- 40 Making work pay and government retiree credits. Attach Schedule M ..... 40
- 41a Earned income credit (EIC) ..... 41a
- b Nontaxable combat pay election. 41b
- 42 Additional child tax credit. Attach Form 8812 ..... 42
- 43 Refundable education credit from Form 8863, line 16 ..... 43
- 44 Add lines 38, 39, 40, 41a, 42, and 43. These are your total payments ..... ► 44

**Refund**

Direct deposit? See instructions and fill in 46b, 46c, and 46d or Form 8888.

- 45 If line 44 is more than line 37, subtract line 37 from line 44. This is the amount you overpaid ..... 45
- 46a Amount of line 45 you want refunded to you. If Form 8888 is attached, check here ..... ►  46a
- b Routing number ..... XXXXXXXX c Type:  Checking  Savings
- d Account number ..... XXXXXXXXXXXXXXXXXXXX
- 47 Amount of line 45 you want applied to your 2010 estimated tax ..... 47

**Amount  
you owe**

- 48 Amount you owe. Subtract line 44 from line 37. For details on how to pay, see instructions ..... ► 48
- 49 Estimated tax penalty (see instructions) ..... 49

**Third party  
designee**Do you want to allow another person to discuss this return with the IRS (see instructions)? .....  Yes. Complete the following.  No

Designee's name

Stacey M Hergenreter

Phone no.

EXHIBIT

**Sign  
here**Joint return?  
See instructions.Keep a copy  
for your records.

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge, they are true, correct, and accurately list all amounts and sources of income I received during the tax year. Declaration of preparer if other than taxpayer.

Your signature

Stacey M. Hergenreter

Date

Your occupation

01/28/10

Sales Merchandise

Tables

K3

Spouse's signature. If a joint return, both must sign.

Date

Spouse's occupation

**Paid  
preparer's  
use only**

Preparer's signature	Kathleen J Salgren	Date	Check if self-employed	Preparer's SSN or PTIN
Firm's name (or yours if self-employed), address, and ZIP code	Flannery Tax Service 1401 8th Avenue North Fort Dodge IA 50501	Date	EIN	Phone no. (515) 576-5689

**Exemptions**

Complete this part only if you are:

- Increasing or decreasing the number of exemptions (personal and dependents) claimed on line 6d of the return you are amending, or
- Increasing or decreasing the exemption amount for housing individuals displaced by Hurricane Katrina or a Midwestern disaster.

See Form 1040 or Form 1040A instructions and Form 1040X instructions.

	Correct Number or Amount
23 Yourself and spouse. Caution. If someone can claim you as a dependent, you cannot claim an exemption for yourself .....	23
24 Your dependent children who lived with you .....	24
25 Your dependent children who did not live with you due to divorce or separation .....	25
26 Other dependents .....	26
27 Total number of exemptions. Add lines 23 through 26 .....	27
28 Multiply the number of exemptions claimed on line 27 by the exemption amount shown in the instructions for line 28 for the year you are amending (see instructions) .....	28
29 If you are claiming an exemption amount for housing individuals displaced by Hurricane Katrina, enter the amount from Form 8914, line 6 for 2006. If you are claiming an exemption amount for housing individuals displaced by a Midwestern disaster, enter the amount from Form 8914, line 2 for 2008, or line 6 for 2009 .....	29
30 Add lines 28 and 29. Enter the result here and on line 4 on page 1 of this form .....	30
31 List ALL dependents (children and others) claimed on this amended return. If more than 4 dependents, see instructions.	

(a) First name	Last name	(b) Dependent's social security number	(c) Dependent's relationship to you	(d) Check box if qualifying child for child tax credit (see instructions)

**Presidential election Campaign Fund**

Checking below will not increase your tax or reduce your refund.

- Check here if you did not previously want \$3 to go to the fund but now do.  
 Check here if this is a joint return and your spouse did not previously want \$3 to go to the fund but now does.

**Checklist**

Before mailing this form, remember to

- Complete name, address, and social security number
- Complete lines A, B, and C on page 1
- Complete lines 1 through 22 on page 1
- Complete lines 23 through 31 on page 2, if required
- Attach any supporting documents and new or changed forms and schedules
- Sign and date this form

**Sign Here**

Remember to keep a copy of this form for your records.

Under penalties of perjury, I declare that I have filed an original return and that I have examined this amended return, including accompanying schedules and statements, and to the best of my knowledge and belief, this amended return is true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information about which the preparer has any knowledge.

► Stacey M. Hergenreter 8/18/10

Your signature

Date

Spouse's signature. If a joint return, both must sign

Date

**Paid Preparer's Use Only**

► Kathleen J Salgren

08/28/2010

Preparer's signature

Date

Flannery Tax Service  
1401 8th Avenue North  
Fort Dodge

IA 50501

Firm's name (or yours if self-employed), address, and ZIP code

 Check if self-employed

(515) 576-5689

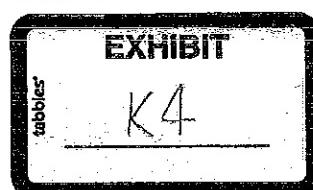
Phone number

Preparer's SSN or PTIN

EIN

For forms and publications, visit IRS on the Web at 222.irs.gov.

Form 1040X (Rev 1-2010)



For fiscal year beginning \_\_\_\_\_ and ending \_\_\_\_\_

**IA 1040X****Amended Iowa Individual Income Tax Return**

<b>STEP 1</b>			
A Your first name/middle initial <b>Stacey M Hergenreter</b>	Last name [REDACTED]	Social Security Number [REDACTED]	
B Spouse's first name/middle initial [REDACTED]	Last name [REDACTED]	Social Security Number [REDACTED]	
Current Mailing address (number and street or P.O. Box) <b>1207 Dodge Circle</b>		Residence on 12/31 of year being amended County No.: <b>94</b>	Mark this box if you or your spouse were 65 or older at the end of the tax year.
City, town or post office <b>Fort Dodge</b> State ZIP code <b>IA 50501</b>		Sch Dist No: <b>2313</b>	For Calendar Year <b>2009</b>
<b>STEP 2 Filing Status: Mark correct status.</b>			
1 <input type="checkbox"/>	Single: Were you claimed as a dependent on another person's Iowa return for the year being amended? <input type="checkbox"/> YES <input type="checkbox"/> NO ▲		
2 <input type="checkbox"/>	Married filing a joint return.		
3 <input type="checkbox"/>	Married filing separately on this combined return. Spouse use column B.		
4 <input type="checkbox"/>	Married filing separate returns. Spouse's name: SSN: Income: \$		
5 <input checked="" type="checkbox"/>	Head of household with qualifying person. If qualifying person is not claimed as a dependent on this return, enter person's name and SSN here.		
6 <input type="checkbox"/>	Qualifying widow(er) with dependent child. Name: SSN:		
<b>STEP 3</b>			
Corrected Exemptions		Reason for Amendment: <input type="checkbox"/> Net Operating Loss <input type="checkbox"/> Federal Audit <input type="checkbox"/> Protective Claim <input checked="" type="checkbox"/> Other Provide detailed explanation on page 2.	
YOU (and spouse if filing jointly)		Personal Credit: Enter 1 or Enter 2 if filing joint or head of household ..... <input type="checkbox"/> x \$ [REDACTED] = \$ [REDACTED]	
		Enter 1 for each spouse who is 65 or older and/or 1 for each spouse who is blind ..... <input type="checkbox"/> x \$ [REDACTED] = \$ [REDACTED]	
		Dependents: Enter 1 for each dependent ..... <input type="checkbox"/> x \$ [REDACTED] = \$ [REDACTED]	
		Enter first names of dependents here: <b>Reese Schachtner</b> TOTAL \$ [REDACTED]	
SPOUSE (If filing status 3)		Personal Credit: Enter 1 ..... <input type="checkbox"/> x \$ [REDACTED] = \$ [REDACTED]	
		Enter 1 if 65 or older and/or 1 if blind ..... <input type="checkbox"/> x \$ [REDACTED] = \$ [REDACTED]	
		Dependents: Enter 1 for each dependent ..... <input type="checkbox"/> x \$ [REDACTED] = \$ [REDACTED]	
		Enter first names of dependents here: TOTAL \$ [REDACTED]	
<b>STEP 4</b>			
Corrected Taxable Income		B Spouse/Status 3 A You or Joint	
1	Gross Income .....	1	<input type="checkbox"/>
2	Adjustments to Income .....	2	<input type="checkbox"/>
3	Net Income. Subtract line 2 from line 1 .....	3	<input type="checkbox"/>
4	Addition for Federal Taxes .....	4	<input type="checkbox"/>
5	Total. Add lines 3 and 4 .....	5	<input type="checkbox"/>
6	Deduction for Federal Taxes .....	6	<input type="checkbox"/>
7	Balance. Subtract line 6 from line 5 .....	7	<input type="checkbox"/>
8	Deduction: Itemized/Standard .....	8	<input type="checkbox"/>
9	Taxable Income. Subtract line 8 from line 7 .....	9	<input type="checkbox"/>
<b>STEP 5</b>		10 Tax or Alternative Tax .....	
Figure Your Tax and Credits		10	<input type="checkbox"/>
11	Iowa Lump Sum/Minimum Tax .....	11	<input type="checkbox"/>
12	Total Tax. Add lines 10 and 11 .....	12	<input type="checkbox"/>
13	Total of Exemptions, Earned Inc Cr (ONLY for yrs 2006 and prior), and Tuition and Textbook Cr .....	13	<input type="checkbox"/>
14	Balance. Subtract line 13 from line 12. If less than zero, enter zero .....	14	<input type="checkbox"/> 0.
15	Credit for Nonresident or Part-Year Resident. Attach IA 126 .....	15	<input type="checkbox"/>
16	Balance. Subtract line 15 from line 14. If less than zero, enter zero .....	16	<input type="checkbox"/> 0.
17	Other Iowa Credits. Attach IA 148 Tax Credits Schedule .....	17	<input type="checkbox"/>
18	Balance. Subtract line 17 from line 16. If less than zero, enter zero .....	18	<input type="checkbox"/> 0.
19	School District Surtax/Emergency Medical Services Surtax .....	19	<input type="checkbox"/>
20	Contributions from Original Return .....	20	<input type="checkbox"/> 0.
21	Total Tax. Add lines 18, 19 and 20 .....	21	<input type="checkbox"/> 0.
<b>STEP 6</b>		22 Total. Add columns A and B, line 21, and enter here..... 22 <input type="checkbox"/> 0.	
Refund or Amount You Owe		23 Total credits B and A from Step 9 of the IA 1040. See instructions .....	
24	Tax amount previously paid .....	24	<input type="checkbox"/>
25	Total credits and payments. Add lines 23 and 24 .....	25	<input type="checkbox"/>
26	Overpayment shown on previous filing .....	26	<input type="checkbox"/>
27	Subtract line 26 from line 25. Enter here .....	27	<input type="checkbox"/>
28	If line 27 is more than line 22, subtract line 22 from line 27. This is the REFUND amount .....	28	REFUND <input type="checkbox"/>
29	If line 27 is less than line 22, subtract line 27 from line 22. This is the AMOUNT OF TAX YOU OWE .....	29	<input type="checkbox"/>
30	Penalty and Interest. See instrs ... 30a Penalty <input type="checkbox"/> + 30b Interest <input type="checkbox"/>	30	<input type="checkbox"/>
31	TOTAL AMOUNT NOW DUE. Add lines 29 and 30 and enter here. Make check payable to Treasurer, State of Iowa .....	31	PAY <input type="checkbox"/>

I (We), the undersigned, declare under penalty of perjury that I (we) have examined this return and attachments, and, to the best of my (our) knowledge and belief, it is a true, correct, and complete return. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

Your Signature <i>Stacey M. Hergenreter</i>	Date 8/28/10	Preparer's Signature <b>Kathleen J Salgren</b>	Date 08/28/10
Spouse's Signature [REDACTED]	Date [REDACTED]	Firm <b>Flannery Tax Service</b>	
Daytime Telephone Number [REDACTED]		Address <b>1401 8th Avenue North</b>	
		Fort Dodge	IA 50501
EXHIBIT K5			

**stacey hergenreter**

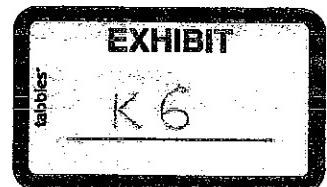
**From:** "stacey hergenreter" <shergy@mchsi.com>  
**To:** <shergy@mchsi.com>  
**Sent:** Saturday, August 28, 2010 12:18 PM  
**Subject:** 1-800-848-0984- fax  
Stacey Hergenreter  
1207 Dodge Circle  
Fort Dodge Iowa  
50501

Loan # - [REDACTED]  
Social security [REDACTED]

I give officer Jason Kahler,Ft.Dodge Iowa Police Dept. permission to receive and get information from Direct Loans reguarding the forgery of my name on student loan papers with La James Iowa Ft. Dodge .

Sincerely  
Stacey Hergenreter

*Stacey Hergenreter*



Stacey M Hergenreter

38	Amount from line 37 (adjusted gross income) .....	38
39a	Check <input checked="" type="checkbox"/> You were born before January 2, 1946, <input checked="" type="checkbox"/> Spouse was born before January 2, 1946,	Blind. Total boxes Blind. checked ► 39a
40	Itemized deductions (from Schedule A) or your standard deduction (see instructions) .....	40
41	Subtract line 40 from line 38 .....	41
42	<b>Exemptions.</b> Multiply \$3,650 by the number on line 6d .....	42
43	Taxable income. Subtract line 42 from line 41. If line 42 is more than line 41, enter -0- .....	43
44	Tax (see Instrs). Check if any tax is from: a <input type="checkbox"/> Form(s) 8814 b <input type="checkbox"/> Form 4972 .....	44
45	Alternative minimum tax (see instructions). Attach Form 6251 .....	45
46	Add lines 44 and 45 .....	46
47	Foreign tax credit. Attach Form 1116 if required .....	47
48	Credit for child and dependent care expenses. Attach Form 2441 .....	48
49	Education credits from Form 8863, line 23 .....	49
50	Pension savings contributions credit. Attach Form 8880 .....	50
51	Child tax credit (see instructions) .....	51
52	Residential energy credits. Attach Form 5695 .....	52
53	Others from Form: a <input type="checkbox"/> 3800 b <input type="checkbox"/> 8201 c <input type="checkbox"/> .....	53
54	Add lines 47 through 53. These are your total credits .....	54
55	Subtract line 54 from line 46. If line 54 is more than line 46, enter -0- .....	55
56	Self-employment tax. Attach Schedule SE .....	56
57	Unreported social security and Medicare tax from Form: a <input type="checkbox"/> 4137 b <input type="checkbox"/> 2814 .....	57
58	Additional tax on IRAs, other qualified retirement plans, etc. Attach Form 7205 if applicable .....	58
59a	<input type="checkbox"/> Form(s) W-2, Box 9      b <input type="checkbox"/> Schedule H      c <input type="checkbox"/> Form 5405, line 16 .....	59a
60	Add lines 55-59. This is your total tax .....	60
61	Federal income tax withheld from Forms W-2 and 1099 .....	61
62	2012 Estimated tax payments and amounts applied from 2012 return .....	62
63	Making work pay credit. Attach Schedule H .....	63
64a	Earned income credit (EIC): b Nurseries, child care and adoption .....	64a
65	Additional child tax credit. Attach Form 8814 .....	65
66	American opportunity credit from Form 8863, line 14 .....	66
67	Employer-provided health insurance credit from Form 5405, line 10 .....	67
68	Employer-paid health insurance paid with request for extension to file .....	68
69	Employer social security and Medicare tax (FRTA) .....	69
70	Credit for federal tax on alcohol. Attach Form 2136 .....	70
71	Credits from Form: a <input type="checkbox"/> 7430 b <input type="checkbox"/> 8204 c <input type="checkbox"/> 8207 d <input type="checkbox"/> 8208 .....	71
72	Add lines 61-70. These are your total credits .....	72
73	If line 72 is more than line 55, subtract line 72 from line 55. This is the amount you overpaid .....	73
74a	Amount of line 73 you want refunded to you. If FORM 8824 is attached, check here <input type="checkbox"/> ► 74a	74a
► b	Filing number .....	74a
► c	Type: <input type="checkbox"/> Checking <input type="checkbox"/> Savings	74a
► d	Account number .....	74a
75	Amount of line 73 you want applied to your 2012 estimated tax .....	75
76	Amount you owe. Subtract line 72 from line 55. Tax debts are non-negotiable .....	76
77	Estimated tax penalty (see instructions) .....	77

Do you want a third party to receive this return with the IRS? (check one)  Yes, Complete below.  No

Designate name:

I understand that if I designate another person to receive this return, he or she will be liable for any tax due. I also understand that if I do not receive my tax refund within 45 days of the date it is mailed to me, I may file a claim for a refund with the IRS.

Signature \_\_\_\_\_ Date \_\_\_\_\_



Is this other coverage through an ex-spouse? YES NO

If "YES", what is his/her name? \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Does this policy cover your dependents?  YES  NO

(If "YES", please list name(s))

Is there a court decree for medical benefits on your dependents? YES NO

If "YES", please list who is court ordered to provide medical benefits:

Are any of these dependents your step children? YES NO

(If "YES", please list name(s))

(                  , please list name(s))

I certify to the best of my knowledge that the information I am providing in this document is complete and accurate.

Signature Stacey Hergenreter  
Home Phone Number 755-5744-8687

Date : 1-7-12

Sincerely,

Customer Service, Anthem National Accounts

ANTHEM BLUE CROSS LIFE AND HEALTH INSURANCE COMPANY

\*ANTHEM BLUE CROSS LIFE AND HEALTH INSURANCE CO is the claims administrator. The company providing your coverage is shown on your ID card.

Under ERISA, additional information requested must be provided to the Plan within 45 days of request. If the requested information is not provided within 45 days, a benefit determination will be made based upon the information available to us.

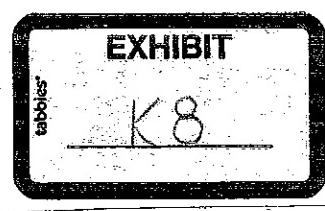
If you have any questions, please contact our Customer Service at 1-888-670-1857 from Monday through Friday.

Listed below are the active members included under your coverage. Please check the "Yes" or "No" box below to confirm whether these have been covered or not.

STUDENT NUMBER	MR/MRS/MISS NAME	DATE OF BIRTH	OTHER COVER INFORMATION
----------------	------------------	---------------	-------------------------

2023166030300

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► Do not send to the IRS. This is not a tax return.  
 ► Keep this form for your records. See instructions.

2011

Return Number DSN:

00-420140-00092-2

Stacey Hengenreter

Social security number

Spouse's social security number

**tax Return Information – Tax Year Ending December 31, 2011 (Whole Dollars Only)**

gross income (Form 1040, line 38; Form 1040A, line 22; Form 1040EZ, line 4) .....	1	[REDACTED]
Form 1040, line 61; Form 1040A, line 35; Form 1040EZ, line 10) .....	2	[REDACTED]
the tax withheld (Form 1040, line 62; Form 1040A, line 36; Form 1040EZ, line 7) .....	3	[REDACTED]
Form 1040, line 74a; Form 1040A, line 43a; Form 1040EZ, line 11; Form 1040-SS, Part I, line 12a) .....	4	[REDACTED]
you owe (Form 1040, line 76; Form 1040A, line 45; Form 1040EZ, line 12) .....	5	[REDACTED]

**taxpayer Declaration and Signature Authorization (Be sure you get and keep a copy of your return)**

I, [REDACTED], do hereby, I declare that I have examined a copy of my electronic individual income tax return and accompanying schedules and statements for the tax year ending 2011, and to the best of my knowledge and belief, it is true, correct, and complete. I further declare that the amounts in Part I above are the amounts from my electronic return or reason for rejection of the transmission, (b) the reason for any delay in processing the return or refund, and (c) the date of any refund. If applicable, I consent to allow my intermediate service provider, transmitter, or electronic return originator (ERO) to send my return to the IRS and to receive from the IRS (a) software for payment of my Federal taxes owed on this return and/or a payment of estimated tax, and the financial institution account indicated in the return that this authorization may apply to future Federal tax payments that I direct to be debited through the Electronic Federal Tax Payment System (EFTPS). I authorize my personal identification number (PIN) to access EFTPS. This authorization is to remain in full force and effect until I notify the U.S. Treasury Financial Agent at 1-888-353-4537. Payment must be received no later than 2 business days prior to the payment (settlement) date. I also authorize the financial institutions involved in the processing of my PIN below is my signature for my electronic income tax return and, if applicable, my Electronic Funds Withdrawal Consent.

► PIN: check one box only

 Flannery Tax Service

ERO firm name

to enter or generate my PIN

03671

Enter five numbers, but  
do not enter all zeros

signature on my tax year 2011 electronically filed income tax return.

Use my PIN as my signature on my tax year 2011 electronically filed income tax return. Check this box only if you are entering your PIN and your return is filed using the Practitioner PIN method. The ERO must complete Part III below.

Stacey Hengenreter

Date ►

2/1/12

► PIN: check one box only

ERO firm name

to enter or generate my PIN

Enter five numbers, but  
do not enter all zeros

signature on my tax year 2011 electronically filed income tax return.

Use my PIN as my signature on my tax year 2011 electronically filed income tax return. Check this box only if you are entering your PIN and your return is filed using the Practitioner PIN method. The ERO must complete Part III below.

► PIN: check one box only

ERO firm name

Date ►

Enter five numbers, but  
do not enter all zeros

signature on my tax year 2011 electronically filed income tax return.

Use my PIN as my signature on my tax year 2011 electronically filed income tax return. Check this box only if you are entering your PIN and your return is filed using the Practitioner PIN method. The ERO must complete Part III below.

**Practitioner PIN Method Returns Only – continue below****Certification and Authentication – Practitioner PIN Method Only**

EFIN/PIN. Enter your six-digit EFIN followed by your five-digit self-selected PIN .....

[REDACTED] do not enter all zeros

I, the above numeric entry is my PIN, which is my signature for the tax year 2011 electronically filed income tax return for the tax year 2011 indicated above, I confirm that I am submitting this return in accordance with the requirements of the Practitioner PIN method set forth in section 1345, Handbook for Authorized IRS e-file Providers of Individual Income Tax Returns.

Date ► 02/01/12

► ERO Must Retain This Form – See Instructions  
 ► Do Not Submit This Form to the IRS Unless Requested To Do So

► Paperwork Reduction Act Notice: see your tax return instructions.

FD-1701 08/17/11

EXHIBIT



Form 8879 (2011)

AMERICAN DODGE

CUSTOMER REGISTRATION FORM JLV800051

VEHICLE OWNER	Stacey Hergenreter		
ADDRESS	1207 Dodge Circle		
CITY, STATE, ZIP	Fort Dodge, IA 50501		
TELEPHONE	Home 5155749687	Bus.	
YEAR, MAKE, MODEL	2003 BMW X5		
VEHICLE IDENTIFICATION NUMBER	5UXFA53513LV80081		
MILEAGE ON ODOMETER	85238	+ 100,000 =	185,238
START OF WARRANTY	Today's Date 8/31/2012	FIVE YEARS / 100,000 MILES	WARRANTY SELLING PRICE
LIENHOLDER	None		
SELLER	Fort Dodge Motors	LUXURY EQUIPMENT EXTRA CHARGE YES NO	
ADDRESS	11 N. 26th St.	LUXURY EQUIPMENT EXTRA CHARGE YES NO	
CITY, STATE, ZIP	Fort Dodge, IA 50501-4335	LUXURY EQUIPMENT EXTRA CHARGE YES NO	

ADMINISTRATIVE FEES WILL BE END  
ADDITIONAL FEE FOR YOUR  
ADDRESS WITHIN 30 DAYS OF  
ACCEPTANCE OF THIS CUSTOMER  
REGISTRATION FORM FROM  
SELLING DEALER

Stacey Hergenreter

TERMINAL AUTO CENTER INC.

EXHIBIT

tabbed

K10

Stacey Hergenreter

William Baresel

## **POWER OF ATTORNEY - SHORT FORM**

The undersigned, Stacey Hergenreter, of Webster County, Iowa, does hereby make, constitute and appoint William P. Baresel of Floyd County, Iowa, the undersigned's true and lawful Attorney-in-fact, with full right, power and authority to act for the undersigned and in the undersigned's name, place and stead with respect to the following:

To receive and discuss all documents and payments regarding Stacey Hergenreter's Student Loan.

Giving and Granting unto said Attorney-in-Fact the full power and authority to do and perform each and every act, deed, matter and thing whatsoever required and necessary to be done in and about the foregoing, as fully as the undersigned might or could do if personally present and acting.

The undersigned further directs that this Power of Attorney shall take effect immediately and shall be irrevocable unless and until such time as there is filed of record a duly acknowledged revocation of this instrument in the same office in which the instrument containing this power is recorded. This Power of Attorney shall not be affected by my disability.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated: September 14, 2012

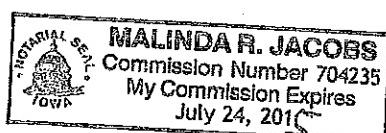
Stacey M. Hergenreder  
Stacey Hergenreder

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Stacey Hergenreter

STATE OF IOWA, COUNTY OF

This instrument was acknowledged before me on 09-17-2012, by Stacey Hergenreter.



Melinda Jacoby, Notary Public



If you have a trade-in:  
 If you are trading another vehicle as part of the price of the vehicle purchased, you agree to the following terms:

1. CASH SALE. You agree to buy the vehicle described on the front of this document. This is not a credit document if you and the co-buyer, "you" and "your" refer to the buyer in this contract, the words "we," "us" and "our" refer to the dealer-seller.

## CONTRACT TERMS AND CONDITIONS

Term 1		Term 2
\$ 14,495.00	CASH PRICE	\$ 14,495.00
\$ 1,214.00	LESS TRADE-IN ALLOWANCE	
\$ 1,000.00	LESS MANUFACTURER'S REBATE	
\$ 12,281.00	AMOUNT SUBJECT TO FEE FOR NEW REGISTRATION	
\$ 100.00	TITLE FEES	\$ 100.00
\$ 100.00	LICENSE FEES	\$ 100.00
	LIEN FILING FEE (credit sale only see (1) on back)	\$ 100.00
	<b>TOTAL CASH DELIVERED PRICE</b>	\$ 14,495.00
	LESS TOTAL DOWN PAYMENT OR PLUS AMOUNT OWED	\$ 14,495.00
	<b>UNPAID CASH BALANCE DUE ON DELIVERY</b>	\$ 14,495.00
<b>OTHER INFORMATION OR TERMS OF SALE.</b>		
I understand that this agreement is an offer to purchase the vehicle described which will become a binding contract once the dealer has signed it. This document represents the complete agreement between you and the dealer regardless of any other oral, written or prior agreements or representations. However, if you are buying a used vehicle, the information you see on the window form for this vehicle is part of the contract and the information on the window form overrides any contrary provision in this contract.  Iowa law requires us to give you the following notice: You understand that liability insurance coverage which would protect you under the Iowa Motor Vehicle and Safety Responsibility Act IS NOT INCLUDED in your purchase of this motor vehicle.  By signing this contract, you are certifying that you are at least 18 years old (if there are two buyers, that at least one of you is 18 years old), that you have read this contract, front and back, and agree to its terms, and that you have received a copy of it.		

repaired, replaced, tampered with or altered in any way. That the odometer statement, damage disclosure statement and prior vehicle history which you provided us for your trade-in is true and correct.

4. That the original emission control system (including the catalytic converter) is intact. That the engine and transmission have not been changed from the manufacturer's original specifications. That the trade-in does not have a cracked or defective head, block, power-train or frame.

## WARRANTY DISCLAIMER

YOU UNDERSTAND THAT THE VEHICLE IS SOLD "AS IS" WITH ALL FAULTS AND THAT THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, or any other warranties, express or implied, covering the vehicle unless we make a written warranty to you or unless we enter into a service contract with you within 30 days from the date of this contract. If we do so, any implied warranty will last only as long as the limited written warranty.

This provision does not affect any warranties which may be provided by the manufacturer. If there is a manufacturer's warranty on the vehicle, we are not a party to it and it is not a part of this contract. If we are authorized by the manufacturer to perform warranty work on your vehicle, we hope that you ask us to perform the work. However, the manufacturer's warranty is between you and the manufacturer.

*Stacy Horger-von Schachtner*

You understand that this agreement (*including the terms on the back*) is an offer to purchase the vehicle described which will become a binding contract once the dealer has signed it. This document represents the complete agreement between you and the dealer regardless of any other oral, written or prior agreements or representations. However, if you are buying a used vehicle, the information you see on the window form for this vehicle is part of the contract and the information on the window form overrides any contrary provision in this contract.

Iowa law requires us to give you the following notice: You understand that liability insurance coverage which would protect you under the Iowa Motor Vehicle and Safety Responsibility Act IS NOT INCLUDED in your purchase of this motor vehicle.

By signing this contract, you are certifying that you are at least 18 years old (if there are two buyers, that at least one of you is 18 years old), that you have read this contract, front and back, and agree to its terms, and that you have received a copy of it.

*Stacy Horger-von Schachtner* Date of Birth

Buyer's Driver's License or F.I.D. No.

X Co-Buyer's Signature

Date of Birth

Accepted By: *D. Schachtner*  
Dealer's Authorized Representative

Co-Buyer

